

# Schedule III.1 (v)(A)

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- (e) **Viewing Restrictions.** You have been provided with a conditional access card that is inserted into your receiver unit (referred to as the "Access Card"). The Access Card is part of the receiving equipment used to receive our Service, which consists of a receiver unit, the Access Card, remote control unit, and a receiving antenna dish (referred to as the "Receiving Equipment"). Your Access Card will work only in the Receiving Equipment that it came with. Access Cards are non-transferable. If you tell us that your Access Card was lost, damaged, defective, or stolen, we will replace it, as long as there is no evidence of unauthorized tampering or modification. A replacement fee will apply (described in Section 2). Tampering with or other unauthorized modification of the Access Card is strictly prohibited and may result in legal action.
- (f) **Additional Receivers.** If you add additional receivers to your account, you may purchase a separate subscription for each one. Or, if all your receivers are continuously connected to the same land-based service, we can mirror the programming from your primary receiver to your additional receivers and charge you only the additional receiver fee amount described in Section 2. Pay per view programming cannot be mirrored.
- (g) **Phone Connections.** Your receiver unit must always be directly connected to a land-based telephone line to receive certain services, such as sports subscriptions and your local regional sports network, and to be authorized to order pay per view services with your remote control. If it is not so connected, or if it is connected to a line other than the one you tell us, or if the line is not performing according to our requirements, we may deactivate the applicable service. If we do, you will still be responsible for all services purchased through the date of deactivation. Your receiver unit must also be connected to a land-based telephone line in order to be eligible to pay the additional receiver fee rather than purchase a separate subscription for each additional receiver.
- (h) **Mobile Units.** We do provide service to receiving equipment that is installed in mobile units such as campers, boats and other recreational vehicles. However, without a permanent land-based phone connection, this Receiving Equipment is not eligible for the additional receiver discount described above. Pay per view ordering with the remote control, or certain programming such as seasonal sports subscriptions, is not available for the additional receiver discount.
- (i) **Private Viewing.** We provide Service only for your private non-commercial use, employment, and home viewing. The programming may not be viewed in areas open to the public or received by commercial establishments. You may not retransmit, transmit, or perform the programming, charge admission for its viewing, or transmit or distribute the programming in violation of Section 5, we or any programming provider may prosecute violations of the foregoing against you and other responsible parties in any court of competent jurisdiction, under the rules and regulations of the Federal Communications Commission, and other applicable laws.
- (j) **Blackouts.** Certain programming we transmit, including some subscription services, sports events, and broadcast network services, may be blacked out in your local reception area. Blackout restrictions are decided by the sports leagues and the other entities that own the local broadcast rights. You may view our website for more blackout information. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action.
- Less of Receiving Equipment. You should notify us immediately if your Receiving Equipment is stolen or removed from your premises without your authorization. If you notify us within 5 days after such removal, we will not charge you for any unauthorized use. In any case, we will not charge you for unauthorized use occurring after we receive your notification.
- (k) **Transfer of Receiving Equipment.** You should also notify us immediately if you sell or transfer your Receiving Equipment to someone else. We consider you the owner of the Receiving Equipment and the recipient of our programming unless and until you notify us otherwise. You may be liable for charges incurred in the use of your Receiving Equipment by others until you have notified us.

- (m) **Your Viewing Restrictions.** It is your responsibility to impose any viewing restrictions on other family members or guests, as you think appropriate. We are not responsible to you or anyone else based on the content of our programming.
- (n) **Change of Address.** You must notify us immediately of any change in your name, mailing address, residence address, or telephone number.
- 2. PAYMENT**
- In return for receiving our Service, you promise to pay us as follows:
- (a) **Front Aligned.** You will pay in advance, at our rates in effect at the time, for all Service ordered by you or anyone who uses your Receiving Equipment, with or without your permission, through all periods until the Service is canceled.
- (b) **Taxes.** You will pay all taxes or other governmental fees and charges, if any, which are assessed based on your receipt of our Service.
- (c) **Administrative & Late Fees.** In order to control the basic charges, which apply to all customers, we charge fees that arise in specific circumstances only to those customers when they are applicable:
- (1) **Access Card Replacement Fee.** If we have to replace your Access Card, we may charge you a replacement fee of up to \$15.00. If you return your old Access Card to us, you may receive partial credit to your account. If you request overnight delivery of the Replacement Card, you must pay a shipping and handling fee of up to \$16.50.
- (2) **Additional Receiver Authorization Fee.** If you meet the qualifications described in Section 1(f), we may charge you a monthly fee of up to \$4.99 for each additional receiver, rather than a full subscription fee on each additional receiver. This reduced rate is available only if all receivers are located at your residence and are continuously connected to the same land-based telephone line. If not, you will be responsible for the full amount of our programming charges for each receiver.
- (3) **Administrative Late Fee.** If we do not receive your payment by the due date appearing on your bill, we may charge you an administrative late fee of \$1.00 to \$5.00 per month or partial month until the delinquent amount is paid in full and subject to applicable law. We do not extend credit to customers and this late fee is not an interest charge. This fee is reasonably related to the actual expense we incur due to late payment and may be subject to limitations set forth by law in your state.
- (4) **Change of Service Fee.** If you change your Service package, we may charge you a fee of up to \$5.00.
- (5) **Check by Phone Fee.** If you elect to pay any outstanding balance by the telephone check method, we may charge you a fee of up to \$5.50 in each case.
- (6) **Deposits.** If you wish to reactivate your Service after a deactivation, you must bring your account current in full and we may require a deposit before we reactivate you. Deposits will not earn interest.
- (7) **Order Assistance Fee.** If you order a pay per view Service by calling us, instead of using the on-screen remote control ordering capability, we may charge you a fee of up to \$5.00 for each separate movie, event, or other program so ordered, even if it is later canceled.
- (8) **Disconnect Fee.** If we deactivate your Service because of your failure to pay or for some other breach on your part, we may charge you a fee of up to \$15.00.
- (9) **Duplicate Statement Fee.** If you request a duplicate statement, we may charge you a fee of up to \$1.75 for each statement copy.
- (10) **Ledger Request Fee.** If you request a payment ledger itemizing past payments on your account, we may charge you a fee of up to \$2.75.
- (11) **Returned Payment Fee.** If any bank or other financial institution refuses to honor any payment of yours, we may charge you a fee of up to \$20.00 for residents of Louisiana, Missouri and Wisconsin; \$10.00 for residents of Oklahoma, and to the extent allowed by applicable law. This fee is not an interest charge and it is reasonably related to the actual expense we incur due to unsatisfied

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payment.

(d) Billing Statements. We will send you a statement for each billing cycle (usually once every 30 days) unless you have a zero or nominal balance due, or a nominal credit balance, on your account at the end of a billing cycle. If you elect to make automatic credit card or electronic funds payments, you will not receive monthly statements unless you request that they be sent. Statements will show: (i) payments, credits, purchases, and any other charges to your

account; (2) the amount you owe us; and (3) the payment due date.

(e) Questions About Your Statement. If you think your statement is incorrect or if you need more information about it, contact us. We will respond to you and try to resolve any complaints you have as promptly as we can. If you write to us, please include the following information:

- your name and account number;
- the dollar amount in question;
- an explanation of why you believe there is an error;
- any suggestions you may have for solving the problem;
- if you need more information about an item, describe the item and what information you need.

If you have questions, call or write us as soon as possible. Please do not include correspondence with your payment; use the address on the first page of this agreement. In order for us to investigate the problem, you must contact us within 60 days of the date you receive the statement in question. Undisputed portions of the statement must be paid by the due date to avoid a late fee and possible deactivation of service.

(f) Payments. You must pay your statements by check or money order payable to DIRECTV in U.S. dollars, unless we agree otherwise. We may, in our discretion, accept credit card and electronic funds transfer payments. Due to the subjective nature of creditworthiness, we reserve the right to require payment via cashier's check, money order, or credit card, regardless of some objective credit rating or any past practice. The outstanding balance is due in full each month. We may, in our discretion, accept partial payments, which will be applied to the oldest outstanding statement. No payment in full notation or other restrictive endorsement written on your payments will restrict our ability to collect all amounts owing to us.

(g) If You Don't Pay On Time. We may deactivate your Service if you do not pay your statements on time, after any applicable grace period. If you purchased an annual subscription to any Service and your account is past due, we may convert your subscription to a monthly subscription. If so, we will prorate your subscription and amounts owed to us and will apply your pre-payments to past due amounts and any remaining credit to future obligations.

(h) Comments, Reopening Credit. In order to establish an account with us, you authorize us to inquire into your creditworthiness, by checking with credit reporting agencies. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to credit reporting agencies.

(i) Collection Costs. You will pay us any costs we reasonably incur to collect amounts you owe us.

## 3. RECEIVING EQUIPMENT

We do not make Receiving Equipment or any other equipment you may use to receive and display our programming Service. You must obtain your Receiving Equipment, and any repairs, parts, and services for it, from suppliers. Although from time to time we may offer our customers incentives for the purchase of Receiving Equipment, we do not warrant any such equipment in any way whatsoever and are not in any way responsible for the statements, practices, promises, or warranties of such suppliers. If you have any complaints about your Receiving Equipment, you should direct them to your supplier.

## 4. CHANGES IN CONTRACT TERMS

Due to the evolving nature of the satellite broadcast business, its competition, and the requirements and costs of programming suppliers, we must reserve the right to change our programming and the terms on which we offer Service from time to time, as we believe appropriate, including our fees and charges. If we make any such changes, we will send you a notice describing them and their effective date, in the manner described in Section 3(a). You always have the right to cancel your Service, in whole or in part at any time, and you may do so if you do not accept any such changed terms or changes in programming. If you do cancel, we will refund to you, on a pro rata basis, any unused prepaid subscription fees paid to us, but we will not refund prepaid seasonal sports subscriptions after the season starts. If you elect not to cancel your Service after receiving our notice of a change, your continued receipt of Service from us will constitute acceptance of the changed terms. If you notify us that you do not accept such terms,

then we may cancel your Service as provided in Section 5, as we cannot offer Service to different customers on different terms.



## Schedule III.1.i(iv)(B)

**DIRECTV Customer Agreement**

(Sep 1, 2001 - Current)

(Customers can view the Customer Agreement on the DIRECTV website at [www.directv.com](http://www.directv.com).)

·Our Service	·Changes In	·Limits On Our
·Payment	Contract Terms	Responsibility
·Receiving	·Cancellation	·Resolving Disputes
Equipment	·Personal Data	·Miscellaneous

THIS DOCUMENT DESCRIBES THE TERMS AND CONDITIONS REGARDING YOUR RECEIPT AND PAYMENT OF DIRECTV SERVICE (AS DESCRIBED IN SECTION 1, BELOW). IF YOU DO NOT ACCEPT THESE TERMS, PLEASE NOTIFY US IMMEDIATELY AND WE WILL CANCEL YOUR SERVICE. IF YOU INSTEAD DECIDE TO RECEIVE OUR SERVICE, IT WILL MEAN THAT YOU ACCEPT THESE TERMS AND, ACCORDINGLY, THEY WILL BE LEGALLY BINDING ON YOU. TO VIEW THIS AGREEMENT IN SPANISH VISIT US AT [DIRECTV.COM](http://DIRECTV.COM) OR CALL 1-888-388-6622 TO REQUEST A PRINTED COPY. (VISITE A [DIRECTV.COM](http://DIRECTV.COM) O LLAME AL 1-888-388-6622 PARA SOLICITAR ESTE DOCUMENTO.)

**CONTACTING DIRECTV:**

You may contact us 24 hours a day, any day of the year, by calling 1-800-531-5000 or by writing to:

**DIRECTV, Inc.**  
**Customer Service**  
**P.O. Box 92600**  
**Los Angeles, CA 90009**

You can also visit our web site at [DIRECTV.com](http://DIRECTV.com).

Thank you for choosing DIRECTV for your television programming Service. DIRECTV provides programming Service to residents of the United States. We do not provide service to addresses outside of the United States. This is your copy of the Customer Agreement between DIRECTV and you as a customer of DIRECTV. Please keep it for your records.

**CUSTOMER AGREEMENT****1. OUR SERVICE**

These are the terms on which we will provide you digital satellite entertainment programming (referred to collectively as "Service"):

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- a. **Program Choices.** We offer a variety of programming packages (at least one of which you have already selected), sports subscriptions and pay per view programming available on special order. All programming selections have their own rates, terms, and conditions. Information about programming is available on our web sites at DIRECTV.com or DIRECTVSPORTS.com. These rates, terms and conditions are incorporated into this Agreement. Some Service is available only if you purchase and maintain a minimum level of programming or have your receiver(s) continuously connected to a land-based telephone line.
- b. **Ordering Pay Per View.** You may order pay per view Service by using your on-screen program guide and remote control unit, online at DIRECTV.com or by calling us. If you call to order a pay per view Service, a fee may apply (described in Section 2). To use your remote control to order pay per view Service, your receivers must be continuously connected to a land-based telephone line. In this way, information about the program that you order is transmitted via the telephone line. During the short transmission period, you may not be able to use the line for other purposes.
- c. **Your Programming Changes.** You may change your programming selection by notifying us. A fee may apply to such changes (described in Section 2). Some programming may be purchased in minimum blocks of one month or multiples of one month.
- d. **Our Programming Changes.** Many different and changing considerations affect the availability, cost and quality of programming and customer demand for it. Accordingly, we must reserve the unrestricted right to change, re-arrange, add or delete our programming packages, the selections in those packages, our prices, and any other Service we offer, at any time. We will endeavor to notify you of any change that is within our reasonable control and its effective date. In most cases, this notice will be about one month in advance. You always have the right to cancel your Service, in whole or in part, if you do not accept the change (see Section 5). If you cancel your Service, a deactivation fee (described in Section 2) may apply. Credits, if any, to your account will be posted as described in Section 5. If you do not cancel, your continued receipt of our Service will constitute acceptance.
- e. **Access Card and Receiving Equipment.** You have been provided with a conditional access card that is inserted into your receiver unit (referred to as the "Access Card"). The Access Card and the "Receiving Equipment," which includes a receiver unit, a remote control unit, and a receiving antenna dish, are necessary to receive our Service. The Access Card will work only in the Receiving Equipment that it came with. Access Cards are nontransferable and will at all times remain the exclusive property of DIRECTV. If you tell us that the original Access Card was lost, damaged, defective, or stolen, we will replace it, as long as there is no evidence of unauthorized tampering with or modification of the Access Card and your account is in good standing. A replacement fee will apply (described in Section 2). Tampering with or other unauthorized modification of the Access Card is strictly prohibited and may result in criminal or civil action. DIRECTV reserves the right to cancel or replace the Access Card, and the card must be returned to DIRECTV upon request. If you do not return the Access Card to DIRECTV when you cancel your Service, you may be charged a fee as described in Section 2.
- f. **Additional Receivers.** If you add additional receivers to your account, you may purchase a separate subscription for each one. Or, if all your receivers are continuously connected to the same land-based phone line, we can "mirror" the programming from your primary receiver to your additional receivers and charge you only the additional receiver fee amount described in Section 2. Pay per view

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programming cannot be mirrored and can be viewed only on the receiver for which it is purchased.

- g. **Phone Connections.** Your receiver units must always be directly connected to a land-based telephone line to receive certain Service, such as sports subscriptions and your local regional sports network, and to be authorized to order pay per view Services with your remote control. If it is not so connected, or if it is connected to a line other than the one you tell us, or if the line is not performing according to our requirements, we may deactivate the applicable Service. If we do, you will still be responsible for all Services purchased through the date of deactivation. Your receiver units must also be connected to the same land-based telephone line in order to be eligible to pay the additional receiver fee rather than purchase a separate subscription for each additional receiver.
- h. **Mobile Units.** We provide Service to Receiving Equipment that is installed in mobile units such as campers, boats and other recreational vehicles. However, without a permanent land-based phone connection, this Receiving Equipment is not eligible for the additional receiver discount described above, pay per view ordering with the remote control, or certain programming such as seasonal sports subscriptions and local regional sports networks.
- i. **Private Viewing.** We provide Service only for your private non-commercial use, enjoyment, and home viewing. The programming may not be viewed in areas open to the public or received by commercial establishments. You may not rebroadcast, transmit, or perform the programming, charge admission for its viewing, or transmit or distribute running accounts of it. You may not use any of our trademarks for any purpose. Notwithstanding the provisions of Section 8, we or any programming provider may prosecute violations of the foregoing against you and other responsible parties in any court of competent jurisdiction, under the rules and regulations of the Federal Communications Commission, and other applicable laws.
- j. **Blackouts.** Certain programming we transmit, including some subscription Services, sports events and broadcast network Services, may be blacked out in your local reception area. Blackout restrictions are decided by the sports leagues and the other entities that own the local broadcast rights. You may visit our web site for more blackout information. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action.
- k. **Loss of Receiving Equipment.** You should notify us immediately if your Receiving Equipment is stolen or removed from your premises without your authorization. If you notify us within 5 days after such removal, we will not charge you for any unauthorized use. In any case, we will not charge you for unauthorized use occurring after we receive your notification.
- l. **Transfer of Receiving Equipment.** You should also notify us immediately if you sell or transfer your Receiving Equipment to someone else. We consider you the owner of the Receiving Equipment and the recipient of our programming unless and until you notify us otherwise. You may be liable for charges incurred in the use of your Receiving Equipment by others until you have notified us.
- m. **Your Viewing Restrictions.** It is your responsibility to impose any viewing restrictions on other family members or guests, as you think appropriate. We are not responsible to you or anyone else based on the content of our programming.
- n. **Change of Address.** You must notify us immediately of any change in your name, mailing address, residence address, or telephone number.

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## 2. PAYMENT

In return for receiving our Service, you promise to pay us as follows:

- a. **Programming.** You will pay in advance, at our rates in effect at the time, for all Service ordered by you or anyone who uses your Receiving Equipment, with or without your permission, through all periods until the Service is canceled.
- b. **Taxes.** You will pay all taxes or other governmental fees and charges, if any, which are assessed based on your receipt of our Service.
- c. **Administrative Fees.** In order to control the basic charges, which apply to all customers, we charge fees that arise in specific circumstances only to those customers responsible for them. This list is not exclusive, and DIRECTV reserves the right to modify these fees or charge additional fees. Accordingly, you will pay the following fees when they are applicable:
  1. **Account Activation Fee:** We may charge you a fee the lesser of: (i) **up to \$50.00**; and (ii) the maximum amount permitted under applicable law prior to or upon activation of your Service account.
  2. **Access Card Replacement Fee:** If we have to replace the Access Card, we may charge you a replacement fee of **up to \$150.00**. If you return the old Access Card to us, you may receive partial credit to your account. If you request overnight delivery of the replacement Access Card, you must pay a shipping and handling fee of **up to \$16.50**.
  3. **Additional Receiver Authorization Fee:** If you meet the qualifications described in Section 1(f), we may charge you a monthly fee of **up to \$4.99** for each additional receiver, rather than a full subscription fee on each additional receiver. This reduced rate is available only if all receivers are located at your residence and are continuously connected to the same land-based telephone line. If not, you will be responsible for the full amount of our programming charges for each receiver.
  4. **Administrative Late Fee:** If we do not receive your payment by the due date appearing on your bill, we may charge you an administrative late fee of the lesser of (i) **up to \$5.00** and (ii) the maximum amount permitted under applicable law per month or partial month until the delinquent amount is paid in full, subject to applicable law. This late fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature. You acknowledge that this fee is reasonably related to the actual expense we incur due to late payment and may be subject to limitations set forth by law in your state.
  5. **Change of Service Fee:** If you change your Service package to a lower-priced package, we may charge you a fee the lesser of (i) **up to \$10.00** and (ii) the maximum amount permitted under applicable law.
  6. **Check by Phone Fee:** If you elect to pay any outstanding balance over the telephone using your checking account, we may charge you the lesser of (i) **up to \$5.50**; and (ii) the maximum amount permitted under applicable law.
  7. **Deposits:** We may require that you provide a deposit prior to or upon the activation or reactivation of your Service, which we may apply against any unpaid amounts at any time. Deposits will appear on your bills as credits, from which we will deduct our charges. Deposits will not earn interest.
  8. **Order Assistance Fee:** If you order a pay per view Service by calling us, instead of using the on-screen remote control ordering capability or ordering online, we may charge you a fee of **up to \$10.00** for each

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separate movie, event or other program so ordered, even if it is later canceled.

9. Deactivation Fee: If you cancel your Service or we deactivate your Service because of your failure to pay or for some other breach on your part, we may charge you a fee the lesser of (i) **up to \$15.00**; and (ii) the maximum amount permitted under applicable law.
  10. Duplicate Statement Fee: If you request a duplicate statement, we may charge you a fee the lesser of (i) **up to \$1.75**; and (ii) the maximum amount permitted under applicable law for each statement copy.
  11. Ledger Request Fee: If you request a payment ledger itemizing past payments on your account, we may charge you a fee the lesser of (i) **up to \$2.75**; and (ii) the maximum amount permitted under applicable law.
  12. Returned Payment Fee: If any bank or other financial institution refuses to honor any payment, draft or instrument submitted for payment to your account, we may charge you a collection fee the lesser of (i) **up to \$20.00 (\$15.00 for residents of West Virginia)**; and (ii) the maximum amount permitted under applicable law. You acknowledge that this fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature and it is reasonably related to the actual expense we incur due to unsatisfied payment.
- d. **Billing Statements.** We will send you a statement for each billing cycle (usually once every 30 days) unless you have a zero or nominal balance due, or a nominal credit balance, on your account at the end of a billing cycle. Statements will show: (1) payments, credits, purchases, and any other charges to your account, (2) the amount you owe us, and (3) the payment due date. If you elect to make automatic credit or debit card payments, you will not receive monthly statements unless you request that they be sent.
- e. **Questions About Your Statement.** If you think your statement is incorrect or if you need more information about it, contact us. We will respond to you and try to resolve any complaints you have as promptly as we can. If you write to us, please include the following information:
- your name and account number;
  - the dollar amount in question;
  - an explanation of why you believe there is an error;
  - any suggestions you may have for solving the problem.
  - If you need more information about an item, describe the item and what information you need.

If you have questions, call or write us as soon as possible. Please do not include correspondence with your payment; use the address on the first page of this agreement. In order for us to investigate the problem, you must contact us within 60 days of the date you receive the statement in question. **Undisputed portions of the statement must be paid by the due date to avoid a late fee and possible deactivation of Service.**

- f. **Payments.** Except as otherwise permitted under applicable law, you agree that you will pay your statements by credit or debit card, electronic funds transfer payments or other such payment method as DIRECTV may designate. Due to the subjective nature of creditworthiness, we reserve the right to require pre-payment for any Service via cashier's check, money order, or credit card, regardless of some objective credit rating or any past practice. The outstanding balance is due in full each month. We may, in our discretion, accept partial payments, which will be applied to the oldest outstanding statement. No



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- "payment in full" notation or other restrictive endorsement written on your payments will restrict our ability to collect all amounts owing to us.
- g. **If You Don't Pay On Time.** We may deactivate your Service if you do not pay your statements on time, after any applicable grace period. If you purchased an annual subscription to any Service and your account is past due, we may convert your subscription to a monthly subscription. If so, we will prorate your subscription and amounts owed to us and will apply your pre-payments to past due amounts and any remaining credit to future obligations.
  - h. **Consents Regarding Credit.** In order to establish an account with us, you authorize us to inquire into your creditworthiness (subject to Section 6), by checking with credit reporting agencies. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to credit reporting agencies.
  - i. **Collection Costs.** You will pay us any costs we reasonably incur to collect amounts you owe us, including, without limitation, reasonable attorney's fees.

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### 3. RECEIVING EQUIPMENT

We do not make Receiving Equipment or any other equipment you may use to receive and display our programming. If you obtain your Receiving Equipment and any repairs, parts and service from suppliers, we do not warrant these in any way whatsoever and are not in any way responsible for the statements, practices, promises, or warranties of such suppliers. You should direct any complaints about Receiving Equipment to the supplier from which you obtained the Receiving Equipment and any repairs, parts and service.

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### 4. CHANGES IN CONTRACT TERMS

Due to the evolving nature of the multi-channel video programming distribution industry, its competition and the requirements and costs of programming suppliers, we must reserve the right to change our programming and the terms on which we offer Service from time to time, as we believe appropriate, including our fees and charges. If we make any such changes, we will send you a notice describing them and their effective date, in the manner described in Section 9(a). You always have the right to cancel your Service, in whole or in part at any time, and you may do so if you do not accept any such changed terms or changes in programming. If you do cancel, you may be charged a deactivation fee and issued a credit in accordance with Section 5. If you elect not to cancel your Service after receiving our notice of a change, your continued receipt of Service from us will constitute acceptance of the changed terms. If you notify us that you do not accept such terms, then we may cancel your Service as provided in Section 5, as we cannot offer Service to different customers on different terms.

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**5. CANCELLATION**

- a. **Term.** The term of this Agreement is indefinite and Service will continue until canceled as provided herein. We will automatically renew Service that you subscribe to on a periodic basis, including monthly and annual subscriptions and seasonal sports subscriptions, as long as we continue to carry the Service, unless you notify us that you wish to cancel it.
- b. **Your Cancellation.** You may cancel Service by notifying us. You may be charged a deactivation fee as described in Section 2 and issued a credit as described below. Your notice is effective on the day we receive it. You will still be responsible for payment of all outstanding balances accrued through that effective date.

For Services sold only in blocks of one month or multiples of one month, if you cancel such Service, we will credit you only for full months not used. For example, if you subscribe for a year of such Service for January through December and then cancel on March 10, we will credit you for the subscription fees for April through December. However, we will not credit any fees for January through March. Additionally, we will not credit prepaid seasonal sports subscriptions after the season starts.

- c. **Our Cancellation.** We may cancel your Service at any time if you fail to pay amounts owing to us when due, subject to any grace periods, or breach any other material provision of this Agreement. In such case, you will still be responsible for payment of all outstanding balances accrued through that effective date, including the deactivation fee described in Section 2. In addition, we may cancel your Service if you elect not to accept any changed terms described to you, as provided in Section 4.

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**6. PERSONAL DATA**

We collect personally identifiable information about our customers ("Personal Data"). The use and disclosure of this Personal Data is governed by our Privacy Policy and, to the extent not inconsistent with the Privacy Policy, by this Agreement. A copy of our Privacy Policy is available on our web site. We will also send you a copy if you send your written request to this address: DIRECTV Privacy Policy, P.O. Box 92600, Los Angeles, CA 90009.

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**7. LIMITS ON OUR RESPONSIBILITY**

- a. **Service Interruptions.** Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Service that occur due to acts of God, power failure or any other cause beyond our reasonable control. However, because we value our customers, for an interruption of a significant length of time that is within our reasonable control, upon your request we will provide what we reasonably determine to be a fair and equitable adjustment to

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your account to make up for such Service interruption. **THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES.**

- b. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ANY SERVICE OR YOUR RECEIVING EQUIPMENT. ALL SUCH WARRANTIES OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE DISCLAIMED.
- c. **Limitations of Liability.** WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OR LOSSES RELATING TO THE RECEIVING EQUIPMENT OR ANY SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE. REGARDLESS OF THE CAUSE, OUR TOTAL LIABILITY FOR DAMAGES OR LOSSES TO YOU AND ANY OTHER PERSONS RECEIVING OUR SERVICE, WILL IN NO EVENT EXCEED THE AMOUNT THAT YOU HAVE PAID TO US FOR THE SERVICE THAT YOU RECEIVED DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE SPECIFIC EVENT THAT GAVE RISE TO THE APPLICABLE DAMAGE OR LOSS. THIS ALLOCATION OF RISK IS REFLECTED IN OUR PRICES. You may have greater rights than described above under your state's laws. You should consult them.
- d. **Warranty Services.** You agree that this Agreement does not provide for, and the Service does not include, any warranty services or other services that we might provide separately, including, without limitation, any fee-based or other warranty programs.

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## 8. RESOLVING DISPUTES

In order to expedite and control the cost of disputes, you and we agree that any legal or equitable claim relating to this Agreement, any addendum, or your Service (referred to as a "Claim") will be resolved as follows:

- a. **Informal Resolution.** We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding (except for Claims described in Section 8(d) below) for at least 60 days after one of us notifies the other of a Claim in writing. You will send your notice to the address on the first page of this Agreement, and we will send our notice to your billing address.
- b. **Formal Resolution.** Except as provided in Section 8(d), if we cannot resolve a Claim informally, any Claim either of us asserts will be resolved only by binding arbitration. The arbitration will be conducted under the Commercial Arbitration Rules of the American Arbitration Association that are in effect at the time the arbitration is initiated (referred to as the "AAA Rules") and under the rules set forth in this Agreement. If there is a conflict between the AAA Rules and the rules set forth in this Agreement, the rules set forth in this Agreement will govern.  
**ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL.** If you initiate the arbitration, you agree to pay a fee of \$125 or, if less and you tell us in writing, the amount that you would pay to initiate a lawsuit against us in the appropriate court of law in your state. We agree to pay any additional fee or deposit required by the American Arbitration Association in excess of your filing

Schedule III.1.i(iv)(B)

fee. We also agree to pay the costs of the arbitration proceeding up to a maximum of one-half day (four hours) of hearings. Other fees, such as attorney's fees, expenses of travel to the arbitration and the costs of a proceeding that goes beyond one-half day will be paid in accordance with the AAA Rules. The arbitration will be held at a location within one hundred miles of your residence unless you and we both agree to another location. To start an arbitration, you or we must do the following things:

- (i) Write a demand for arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered.
- (ii) Send three copies of the demand for arbitration, plus the appropriate filing fee to:

**American Arbitration Association**  
**13455 Noel Road, Suite 1750**  
**Dallas, Texas 75240-6636**  
**(800) 426-8792**

- (iii) Send one copy of the demand for arbitration to the other party.

- c. **Special Rules.** In the arbitration proceeding, the arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction. A court may sever any portion of Section 8 that it finds to be unenforceable.
- d. **Exceptions.** Notwithstanding the foregoing: (i) any Claim based on Section 1(i) above, and (ii) any dispute involving a violation of the Communications Act of 1934, 47 U.S.C. § 605, the Digital Millennium Copyright Act, 17 U.S.C. § 1201, the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, or any other statement or law governing theft of service, may be decided only by a court of competent jurisdiction. Nothing in this Agreement shall affect our ability to terminate Service for non-payment of amounts owed to us at the time due or to bring an action in a court of competent jurisdiction in order to collect any unpaid amounts.

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**9. MISCELLANEOUS**

- a. **Notice.** Notices to you will be deemed given when deposited in the U.S. Mail and addressed to you at your last known address, hand delivered to you or your place of residence, or sent electronically via your DIRECTV email system. Mailed notices may be included in our statements to you. We may also provide notice to you by email or telephone, which will be deemed given when a message is left with you or someone answering the telephone at your residence. Your notices to us will be deemed given when we receive them at the address or telephone number set forth on the first page of this Agreement.
- b. **Applicable Law.** The interpretation and enforcement of this Agreement shall be governed by the rules and regulations of the Federal Communications Commission, other applicable federal laws, and the laws of the state and local area where Service is provided to you. This Agreement is subject to modification

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if required by such laws. Notwithstanding the foregoing, Section 8 shall be governed by the Federal Arbitration Act.

- c. **Assignment of Account.** We may assign your account or this Agreement and all rights and/or obligations hereunder to any third party without notice for any purpose, including, without limitation, collection of unpaid amounts, in the event of an acquisition, corporate reorganization, merger or sale of substantially all of the party's assets to another entity. You hereby consent to such assignment. You must continue making all required payments to us in accordance with your billing statement, unless notified otherwise.
- d. **Other.** This agreement and any activation agreement that you signed constitute our entire agreement. No salesperson or other representative is authorized to change it. If any provision is declared by a competent authority to be invalid, that provision will be deleted or modified to the extent necessary, and the rest of the Agreement will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed.

**THANK YOU.**

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# Underwritten by: New Hampshire Insurance Company

Plan Number:  
[Account #]:

For Service Call:  
P.O. Box 3687  
Great Falls, MT 59401  
(888) 667-7463; (406) 455-8000  
www.productassist.com/directv



## Purchaser:

Plan Purchase Date	Plan Effective Date	Plan Purchase Price	
Unit(s) Covered	Manufacturer(s)	Model(s)	Serial Number(s)

## TERMS AND CONDITIONS

Thank you for signing up for DIRECTV Protection Plan ("Plan")! We hope you will have years of enjoyment from your DIRECTV System.

Instructions: Please keep this Plan; You may be required to produce it to obtain service.

To Obtain Service: Contact DIRECTV 24 hours a day, seven days a week, at our web site (www.productassist.com/directv) or the number shown above during the Effective Period of this Agreement. Unauthorized repairs may void this Plan. Foreign language assistance and TDD service for the hearing impaired are available for your convenience. For TDD service, please call 1-888-667-7463. Your DIRECTV account must be in good standing to be eligible for service. IF YOU LIVE IN HAWAII OR IF YOU LIVE IN AN AREA WHERE YOUR DIRECTV PROGRAMMING IS SERVED BY THE NATIONAL RURAL TELECOMMUNICATIONS COOPERATIVE, YOU ARE NOT ELIGIBLE FOR THIS PROGRAM.

**What is Covered:** This Plan covers parts and labor costs resulting from a mechanical or electrical failure of the DIRECTV System caused by defects in workmanship and/or materials. Re-alignment after a successful installation and all associated cabling switches are also covered under this Plan. We will repair or replace the Product, associated cabling and switches or reimburse You for authorized repair or replacement of the Product, at our discretion, when required due to a Breakdown, including those experienced during normal wear and tear, which is not covered under any other warranty, service plan, or any insurance policy.

This Plan includes the following enhanced coverage:

- Repairs necessary for the Product to meet the manufacturer's written specifications.
- Repair or replacement of remote controls.
- Power surge coverage not covered by any other warranty, service plan or any insurance policy.
- Automatic renewal.

**Advanced Product Replacement and Repair:** At our option, We may repair or replace a remote control or receiver by utilizing shipping and delivery services at our expense. If We determine a replacement receiver is required We will ship a new or refurbished unit with comparable features to the location where You receive DIRECTV programming. We will also provide for return shipping of the defective unit. Should You fail to return the defective unit charges for the unreturned unit would apply.

**Term of Coverage/Price:** Coverage commences on the Plan Effective Date which shall be one (1) calendar month from the date of purchase of the Protection Plan. You will not be charged for the one (1) calendar month period that precedes the Plan Effective Date. The term of this Plan runs for one (1) year from the Plan Effective Date noted above and is renewed automatically for additional one (1) year periods (the Effective Period). This Plan's Purchase Price is paid in equal monthly installment payments. If your monthly Plan Purchase Price is subject to change during the term of this Plan, You will be notified in advance of any price increase.

**What is Not Covered:** (1) Incidental or consequential damages; (2) Intentional acts or criminal acts by You, damage from accident, abuse, misuse, introduction of foreign objects into the Product, unauthorized Product modifications or alterations, failure to follow the manufacturer's instructions, third-party actions (fire, collision, vandalism, theft, etc.); the elements or acts of God; (3) Accessories, including: antennas; (4) Preventative maintenance; (5) Damage which is not reported within thirty (30) days after expiration of this Plan; (6) Damage to commercially-used products (unless this Plan has been specifically endorsed to cover commercial use); (7) External signal interference; (8) Pre-existing conditions or problems; (9) Repairs associated with incomplete or unsuccessful installation; or (10) Any satellite dish or other equipment made

specifically for or permanently attached to recreational vehicles, including without limitation watercraft, aircraft, or mobile homes; (11) Television/receiver combinations where the repair or replacement is needed directly on the combo unit; (12) Components and wiring related to the computer service for Integrated Broadband products such as Direcway and DirecPC; or (13) Satellite dishes mounted to structures or objects that are not man-made and stationary.

**Definitions:** (1) We: the Obligor under this Plan as follows: AIG Warranty Guard, Inc., whose address is 500 Madison Street, Chicago, IL 60616, telephone 1-800-250-3819 except in Florida and California, where the obligors are the parties listed in the state specific endorsements below; and except in Alaska and Oklahoma, and any state where the Dealer is required to be the obligor; (2) Dealer: DIRECTV whose address is P.O. Box 92600, Los Angeles, CA 90009; (3) AIGWG: AIG Warranty Guard, Inc., the administrator of this Plan whose address is 500 Madison Street, Chicago, IL 60616, telephone 1-800-250-3819; (4) Breakdown: The mechanical or electrical failure of the Product caused by defects in workmanship and/or materials; (5) Product: the DIRECTV System which You purchased concurrently with and is covered by this Plan; (6) You: the individual who purchased the Product and this Plan.

**Cancellation:** You may cancel this Plan at any anniversary date of the Plan for no charge. You may also cancel this Plan during the term of coverage by either contacting DIRECTV at 1-888-667-7463 or surrendering it or providing written notice to DIRECTV at the following address: P.O. Box 3687, Great Falls, MT 59401 Attn: Customer Service. You will receive a refund equal to a pro rata portion of the paid Plan Purchase Price, less any claims which have been paid, depending on the timing of your cancellation. While this Plan may be canceled by You for any reason, an administrative fee of \$10.00 will be assessed if the Plan is cancelled mid-term (after the Plan Effective Date). We or DIRECTV may not cancel this Plan except for fraud, material misrepresentation or non-payment by You; for violation of any of the terms and conditions of this Plan; if your DIRECTV programming service is canceled, disconnected, terminated or suspended; IF YOU MOVE OR RELOCATE TO AN AREA WHERE YOUR DIRECTV PROGRAMMING IS SERVED BY THE NATIONAL RURAL TELECOMMUNICATIONS COOPERATIVE, ITS MEMBER OR AFFILIATES or if required to do so by any regulatory authority. If We or DIRECTV cancels this Plan, You shall receive a refund of 100% of the pro rata unearned portion of the Plan Purchase Price less any claims which have been paid. Any refund owed and not paid within thirty (30) days shall include a 10% penalty per month.

**Insurance:** This is not a Plan of insurance. Obligations of the Obligor under this Plan are insured under a contractual liability insurance policy. If You have filed a claim in writing under this Plan and are not reimbursed within sixty (60) days of filing such a claim, or if You are otherwise dissatisfied, please submit your claim in writing and a copy of the Plan to New Hampshire Insurance Company, 175 Water Street, 20th Floor, New York, NY 10038, telephone 1-800-250-3819.

**Endorsements:** Any endorsements provided with this Plan supersede the applicable general terms and conditions shown above.

**Entire Plan:** This Plan, including the terms, conditions, limitations, exceptions and exclusions, constitutes the entire agreement. Your rights under this Plan may vary from state to state.

**ALASKA RESIDENTS:** The Dealer is the obligor under this Plan.

**ARIZONA RESIDENTS:** If your written notice of cancellation is received prior to the expiration date, the administrator shall refund the remaining pro rata Plan Purchase Price, regardless of prior services rendered under the Plan.

**CALIFORNIA RESIDENTS:** AIG Warranty Services and Insurance Agency, Inc. (AIGWS) is the obligor under this Plan. AIG Warranty Guard, Inc. (AIGWG) and AIG Warranty Services and Insurance Agency, Inc. can be contacted at 500 West Madison Street, Chicago, IL 60661. If this Plan is cancelled: (a) within thirty (30) days of the receipt of this Plan, You shall receive a full refund of the paid Plan Purchase Price provided that no service has been performed or (b) after thirty (30) days, You shall receive a pro rata refund of the paid Plan Purchase Price, less any claims which have been paid. While You may cancel this Plan for any reason, an administrative fee of 10% of the Plan Purchase Price or \$25, whichever is lesser, will be assessed if the Plan is cancelled mid-term (after the Plan Effective Date).

**CONNECTICUT RESIDENTS:** The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody while being repaired. In the event of a dispute with the administrator, You may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the Plan Purchase Price of the Product, the cost of repair of the Product and a copy of the Plan.

**FLORIDA RESIDENTS:** The obligor under this Plan is New Hampshire Insurance Company, whose address is 175 Water Street, 20th Floor, New York, NY 10038, telephone 1-800-250-3819. The administrator of this Plan is National Electronics Warranty Corporation of Florida, whose address is P.O. Box 3687, Great Falls, MT 59401, telephone 1-888-667-7463 or 1-406-455-8000. If the Plan is cancelled, You shall receive a refund of 100% of the pro rata unearned portion of the Plan Purchase Price.

**GEORGIA RESIDENTS:** Cancellation will comply with Section 33-24-44 of the Georgia Code.

**ILLINOIS RESIDENTS:** While You may cancel this Plan for any reason, We will retain a cancellation fee not to exceed the lesser of 10% of the paid Plan Purchase Price, or \$50. If You cancel this Plan within thirty (30) days of the receipt of this Plan, You shall receive a full refund of the Plan Purchase Price, less the cancellation fee, provided that no service has been performed.

**KANSAS RESIDENTS:** This Plan is not an insurance policy.

**NEVADA RESIDENTS:** You are entitled to return this Plan pursuant to NRS 690C.250. If You received your copy of this Plan by mail, You shall receive a full refund of the paid Plan Purchase Price provided that no service has been performed and You have returned the Plan to us within twenty (20) days of our mailing. If You received your copy of this Plan at the time that the Plan was purchased, You shall receive a full refund of the paid Plan Purchase Price provided that no service has been performed and You have returned the Plan to us within ten (10) days. This Plan is not transferable. If We cancel the Plan, We will provide You with fifteen (15) days notice of cancellation.

**NORTH CAROLINA RESIDENTS:** The purchase of this Plan is not required either to purchase or to obtain financing for a home appliance.

**OKLAHOMA RESIDENTS:** This Plan is not issued by the manufacturer or wholesale company marketing the product covered by this Plan. This Plan will not be honored by such manufacturer or wholesale company. If either You or We cancel this Plan, the return of the Plan Purchase Price will be based upon one hundred percent (100%) of the unearned pro rata Plan Purchase Price, less the cost of any service received. The Dealer is the obligor under this Plan.

**SOUTH CAROLINA RESIDENTS:** To prevent any further damage, please refer to the owner's manual. In the event the service Plan provider does not provide covered service within sixty (60) days of proof of loss by the Plan holder, the Plan holder is entitled to apply directly to the New Hampshire Insurance Company. If the insurance company does not resolve such matters within sixty (60) days of proof of loss, the Plan holder may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, 1-800-768-3467.

**UTAH RESIDENTS: NOTICE.** Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association.

**WISCONSIN RESIDENTS:** THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE. This Plan shall not be canceled due to unauthorized repair of the covered equipment. If You cancel this Plan, no deduction shall be made from the refund for the cost of any service received. This Plan is backed by a contractual liability policy with limits of liability of \$5,000 per claim and \$25,000 in aggregate per Plan.





**“Non-recurring Charges Not Associated With Promotional Offerings”  
Other: Mover’s Program**

The DIRECTV “Mover’s Program” is designed to help our customers maintain their DIRECTV service when they change residences. The customer is told to leave his or her outdoor unit (ODU) on the roof of the home from which he or she is moving, and take the receiver(s) and remote control(s) to his or her new residence. DIRECTV arranges with the customer a date for an installer to arrive at the new home, to install a new ODU and necessary wiring, and hook-up the receivers.

To take advantage of the Mover’s Program, a customer’s bill must be in good standing. There is one price for customers who make a one year commitment to a Total Choice or higher package, and a different price for customers who are unwilling to make the commitment.

<b>Time Period</b>	<b>Non-Recurring Price With an Annual Commitment</b>	<b>Non-Recurring Price Without an Annual Commitment</b>
July <sup>1</sup> 2000 to February 2001	\$79	\$99
March 2001 through June 2001	\$49	\$99
July 2001 through March 2003	\$0	\$49
April 2003 to present	\$25	\$99

<sup>1</sup> The Mover’s Program began in July 2000.



**DIRECTV NATIONAL OFFERS**

	<b>Date</b>	<b>Offer</b>	<b>Requirements</b>
<b>1999/2000</b>	11/2/99 - 1/16/00	2 Months Platinum	Required TOTAL CHOICE activation
	3/2/00 - 4/23/00	Free Installation	Required TOTAL CHOICE activation
	5/25/00 - 7/9/00	2 Months Platinum	Required TOTAL CHOICE activation
	8/3/00 - 10/15/00	NFL Offer: 3 Months of Platinum & DIRECTV The Guide	Required NFL and Platinum activation
	10/15/00 - 1/14/01	Free Installation	Required TOTAL CHOICE activation
	<b>Date</b>	<b>Offer</b>	<b>Requirements above annual commitment to Total Choice</b>
<b>2001</b>	1/25/01 - 4/11/01	\$200 Rebate (Tiered \$200/\$100/\$50)	
	2/22/01 - 4/11/01	Free Installation (instead of rebate offer)	
	4/26/01 - 6/17/01	Free Installation (optional 1 yr. AOL service)	
	6/18/01 - 7/25/01	Free Installation	
	8/2/01 - 10/14/01	NFL - 4 Months Free Platinum & Family Pack	Subscribe to NFL Sunday Ticket, Platinum, Family Pack - in 5th month Platinum and Family Pack roll to payable
	10/15/01 - 1/15/02	6 Months Free Showtime & Free Installation	Subscribe to Showtime - in 7th month Showtime rolls to payable
<b>2002</b>	2/1/02 - 3/23/01	3 Months of HBO & Cinemax Compliments of DIRECTV	Subscribe to HBO & Cinemax- in the 4th month HBO/Max roll to payable
	3/24/02 - 4/20/02	2 Room System for Less Than \$50 (instant credit)	
	4/21/02 - 5/18/02	Free Installation plus a DMA Offer with Disney	
	5/19/02 - 8/3/02	3 Months Free STARZ! Programming	Subscribe to STARZ- in 4th month STARZ rolls to payable

2003

8/4/02- 10/12/02	NFL Offer- 4 Months Free TC Platium (w/locals where available)	Subscribe to NFL Sunday Ticket and TC Platinum w/locals where avail.- in 5th month Platinum rolls to payable
10/13/02 - 1/11/03	3 Months Free Showtime Programming	Subscribe to Showtime - in 4th month Showtime rolls to payable
1/12/03 - 3/15/03	2 Rooms Less Than \$50 and HBO/Cinemax- 3 Months Free	Subscribe to HBO & Cinemax- on the 4th month HBO/Max rolls to payable
3/16/03 - 5/17/03	Cable Switch-Out Event/Multi-Room DTV System	
5/18/03 - 7/26/03	Endless Summer of Entertainment- 2 Months Free TC Plus w/Local Channels	Subscribe to Total Choice Plus w/Locals (where available)- in 3rd month TC Plus w/Locals rolls to payable
7/27/03 - 10/17/03	NFL Fall Offer- 4 Months Free Total Choice Premier	Subscribe to NFL Sunday Ticket and TC Premier w/locals where avail.- in 5th month Premier rolls to payable



**Regional Activities**

<b>MIDWEST Promotion</b>	<b>Dealer</b>	<b>Offer details per the above request</b>	<b>Market</b>	<b>Time Frame</b>
Turner Classic Movies		Get a \$50 gift certificate to the retailer when DIRECTV System was purchased	Chicago, IN, OH, TN and KY	2-18-00 to 3-26-00
USA Network		Get a free sports pack when a DIRECTV System is purchased	Detroit and MI area	2-7-00 to 3-6-00
BBC		Get a electronic dartboard set when a DIRECTV System was purchased	Chicago	4-20-00 to 5-21-00
HBO Incentive		View a DIRECTV demo and get a Sopranos Pen and Notepad set	Detroit and MI area	4-24-00 to 5-24-00
Bravo		Get a \$50 giftcard to Barnes and Noble when DIRECTV System was purchased	IN, OH, KY, TN	4-27-00 to 5-21-00
Cinemax		Get a movie fun pack when a DIRECTV System is purchased	IN, OH, KY, TN	6-29-00 to 8-2-00
FX		Get a portable cooler when a DIRECTV System is purchased	Nashville	6-29-00 to 8-2-00
Food Network		Get an autographed Jevon Kearsa football if you are the first 25 people to purchase a DIRECTV System on day of event	Nashville	9/9/2000
Disney		Get a \$50 gift certificate to the retailer when DIRECTV System was purchased	MI, IN, OH, IL, Chicago	10-15-00 to 11-26-00
The Weather Channel		Get a \$50 gift certificate to LL Bean when a DIRECTV System was purchased	Midwest Area of US	10-15-00 to 11-26-00
Noggin		Get a \$50 gift certificate to the retailer and a Noggin t-shirt when DIRECTV System was purchased	Nashville	3-1-01 to 4-11-01
Travel Channel		Get a \$50 gift certificate to the retailer when DIRECTV System was purchased	Detroit and MI area	3-8-01 to 4-11-01
Ultimate TV		Free Installation on the Ultimate product	Detroit, Nashville	April-June 2001
Boomerang		Get a \$50 gift certificate to the retailer when DIRECTV System was purchased	Detroit and MI area	6-18-01 to 7-25-01





## Schedule III.1.j(ii)

REDACTED -  
FOR PUBLIC INSPECTION

HBO/HDTV	Jacket	Denver	October 2000
Golf Channel	-	TBD	TBD
Disney	\$50 Bouncback	Los Angeles	2000
Disney	\$50 Bouncback	Los Angeles	2000
Disney	\$50 Bouncback	Salt Lake City	2000
TWC	No records	Seattle/Portland	2000
Bravo/IFC	\$50 Gift Card	LA, SF	2/25 - 4/11, 2001
Noggin	\$50 Gift Card	Salt Lake City	3/1 - 4/11, 2001
Disney	\$100 Rebate	LA	5/3 - 6/17, 2001
Disney	\$100 Rebate	Denver	5/3 - 6/17, 2001
Boomerang	\$50 Gift Card	SAN DIEGO, CA	6/18 - 7/25, 2001
TiVo/Showtime	\$50 Gift Card	Denver	6/18 - 7/25, 2001
Food Network	Free/Free	SAN DIEGO, CA	10/15 - 11/15, 2001
Disney	\$50 Rebate	LA, SF	11/1 - 11/26, 2001
		Salt Lake City, Las	
Disney	Hardware	Vegas	11/1 - 11/26, 2001
Disney	\$50 Rebate	Seattle	11/1 - 11/26, 2001
Disney	Hardware	Denver	11/1 - 11/26, 2001
		LA, New York,	
		Chicago, Miami-Ft	
		Lauderdale, San	
		Francisco-Oakland-	
2nd QUARTER OFFER	GET \$50.00 MAIL-IN REBATE DISNEY	San Jose, Atlanta,	4/28/02 - 5/18/02 ACTIVATE BY
DISNEY SOAP-NET	SOAP-NET	Washington D.C.,	6/18/02 POSTMARK BY 7/18/02
		Dallas-Ft. Worth,	
		Phoenix, Detroit,	
		Milwaukee & Denver.	
	2-Room system with Install for \$99.99.		
BRAVO	BRAVO SALES FLOOR SPIFF - Every DIRECTV System sold w/annual commitment, sales person to received \$20.00.	WESTERN REGION	2/22/02 - 3/23/02 ACTIVATE BY 4/12/02
COURT TV	Receive a \$50 Mail-In Gift Card	WESTERN REGION	8/1/02 - 9/30/02 ACTIVATE 30 DAYS FROM PURCHASE